

REMARKS

Claims 1-8, 10-25, 27-34, 36-49 and 51-52 remain pending in the application. Reconsideration is respectfully requested in light of the following remarks.

Section 102(a/b) Rejection:

The Examiner rejected claims 1-4, 7-18, 20-24, 26-32, 35-42, 44-48 and 50-52 under 35 U.S.C. § 102(a and/or b) as being anticipated by cswl.com-upnp-devices (“UpnP, Jini and Salutation...”) (hereinafter “cswl.com”). Applicants respectfully traverses this rejection for at least the reasons presented above.

First, Applicants note that the rejection under § 102(b) is improper since the cswl.com reference was not published more than a year prior to the May 9, 2000 priority date of the present application. Accordingly, removal of the rejection under 35 U.S.C. § 102(b) is respectfully requested.

Furthermore, regarding claim 1, contrary to the Examiner’s contention, cswl.com does not disclose that **each space advertisement includes information for accessing a corresponding space, where the information for accessing the corresponding space comprises an address for sending messages to the space to access the space and a data representation language message schema defining the messages in a data representation language.** The Examiner relies on the Simple Service Discovery Protocol (SSDP) of Universal Plug and Play (UPnP) described in cswl.com. The cswl.com reference teaches that a device joining a network sends out an ANNOUNCE message, “telling the world about itself.” The ANNOUNCE message contains a “URI that defines the resource ... and a URI to an XML file that provides a description of the announcing device.” (emphasis added). However, cswl.com fails to teach a data representation language message schema defining messages in a data representation language included in information for accessing a space in a distributed computing environment.

In the Response to Arguments of the Final Office Action, the Examiner argues that the “XML-specified capabilities of the device [in cswl.com] is inherently taken to include messaging protocol language information needed in order to operably send messages to the service device” (Final Office Action dated July, 26 2007, page 5). However, claim 1 does not recite “messaging protocol language information”. Moreover, as shown in more detail below, the XML file in cswl.com clearly does not inherently include a data representation language message schema defining messages in a data representation language for accessing a space in a distributed computing environment, as recited in claim 1. The Examiner further contends “[t]hese XML-specified capabilities are taken to be provided as part of the indication of the advertisement” and that “[w]hatever protocol is needed to communicate with the device, it is taken to be specified in the XML description of the advertisement” (Final Office Action dated July, 26 2007, page 5). However, claim 1 does not refer to a “protocol”, but instead recites “a data representation language message schema defining said messages in a data representation language.” A protocol, such as HTTP or TCP or any proprietary protocol, is not the same as a message schema. Thus, the Examiner’s assertions are not relevant to what is actually recited in the claim. Moreover, as discussed in detail below, the Examiner’s assertions are simply incorrect.

The Examiner is ignoring the specific and complete language of Applicants’ claim and has failed to make any showing that cswl.com discloses (explicitly or inherently) all of the limitations of claim 1. Instead, the Examiner argues that since UPnP “operably send[s] messages to the service device,” cswl.com must inherently include the specific limitations as recited in Applicants’ claim. However, there is no need for the XML file in cswl.com to include a message schema, let alone a data representation language message schema defining messages in a data representation language, to be able to “operably send messages to the service device” as asserted by the Examiner. The art is replete with messaging systems and protocols that do not employ a data representation language message schema defining messages in a data representation

language in an advertisement as recited in claim 1. Thus, the Examiner's reliance on inherency is clearly misplaced.

Cswl.com teaches that its XML description "provides a description of the announcing device," "essentially uses a style sheet tailored to various types of devices" and that "[o]nce the discovery process is through and the XML description of a device is received, proprietary protocols can take over in communicating with the devices" (cswl.com, pages 5-6). Cswl.com teaches, regarding invoking services, sending a page to a HP or Jujitsu printer "would still need drivers (unless both [printers] support a [proprietary] protocol like the HP JetSend protocol)" (page 6, "Invoking Services", parenthesis in original). Thus, rather than teach that information for accessing the corresponding space comprises an address for sending messages to the space to access the space and *a data representation language message schema defining the messages in a data representation language* cswl.com teaches the use of proprietary protocols and device-specific drivers. Cswl.com does not state that the proprietary protocol or device driver is included in the XML file. Moreover, neither a protocol nor a device driver is a data representation language message schema defining the messages in a data representation language. Accordingly, cswl.com clearly does not require that its XML includes a message schema defining messages in a data representation language for accessing a space in a distributed computing environment.

Moreover, the Examiner has failed to provide any evidence that information for accessing a corresponding space including an address for sending messages to the space to access the space and *a data representation language message schema defining the messages in a data representation language* is necessarily present in the XML file in cswl.com. According to M.P.E.P. 2131.01 III, "[s]uch evidence must make clear that the missing descriptive matter is necessarily present in the thing described in the reference, and that it would be so recognized by persons of ordinary skill." The Examiner has not provided anything but the Examiner's own opinion that the functionality relied upon by the Examiner is inherent in cswl.com. Just because UPnP includes XML device descriptions, does not imply that the system described in cswl.com *necessarily* includes a

data representation language message schema defining the messages in a data representation language. “Inherent anticipation requires that the missing descriptive material is ‘necessarily present,’ not merely probably or possibly present, in the prior art.” *Trintec Indus., Inc. v. Top-U.S.A. Corp.*, 295 F.3d 1292, 1295, 63 USPQ2d 1597, 1599 (Fed. Cir. 2002) (quoting *In re Robertson*, 169 F.3d 743, 745, 49 USPQ2d 1949, 1950-51 (Fed. Cir. 1999)). *See also* M.P.E.P. 2112.

Furthermore, contrary to the Examiner’s contention, the use of proprietary protocols does not inherently include any sort of data representation language message schema defining messages in a data representation language. The fact that a protocol is proprietary does not have any bearing on whether or not the device descriptions on cswl.com inherently include information for accessing the corresponding space that comprises an address for sending messages to the space to access the space and a data representation language message schema defining the messages in a data representation language. In other words, that a protocol may be proprietary does not have anything to do with whether or not a message schema defining messages for that protocol is included in an advertisement, as recited in Applicants’ claim. Even if the XML file in cswl.com inherently specified a proprietary protocol (which it does not), a proprietary protocol is not a data representation language message schema defining messages in a data representation language for accessing a space in a distributed computing environment.

Thus, as noted above, the Examiner’s cited art fails to disclose all the limitations of, and therefore does not anticipate Applicants’ claim. The rejection of claim 1 is not supported by the cited art and removal thereof is respectfully requested. Similar remarks also apply to claims 16, 29 and 40.

Section 103(a) Rejections:

The Examiner rejected claims 6 and 34 under 35 U.S.C. § 103(a) as being unpatentable over cswl.com, and claims 5, 19, 25, 33, 43 and 49 as being unpatentable over cswl.com in view of ssdp-v1-03 (“Simple Service Discovery...”) (hereinafter

“ssdp”). Applicants respectfully traverse the rejections of these claims for at least the reasons presented above regarding their respective independent claims.

Regarding both the §102 and §103 rejections above, Applicants also assert that numerous ones of the dependent claims recite further distinctions over the cited art. However, since the rejections have been shown to be unsupported for the independent claims, a further discussion of the dependent claims is not necessary at this time.

CONCLUSION

Applicants respectfully submit the application is in condition for allowance, and notice to that effect is respectfully requested.

If any fees are due, the Commissioner is authorized to charge said fees to Meyertons, Hood, Kivlin, Kowert, & Goetzel, P.C. Deposit Account No. 501505/5181-65000/RCK.

Respectfully submitted,

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Date: September 19, 2007